

Read 25 April 1751 in Lords
Enacted 24 Geo. II. Private Acts, c. 39.

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R. Great Brit. Geo. II.



*An ACT for Sale of the Estates late of
William Newland, Esquire, deceased,
in Gatton, Rigate, and Meastham,
in the County of Surry, for discharging
Incumbrances.*



Whereas William Newland, late of Gatton, in the County of Surry, Esquire, deceased, made his Last Will and Testament in Writing, bearing Date the Third Day of May One thousand Seven hundred and Thirty-eight, in the Words, or to the Effect, following: **In the Name of God, Amen.** This is the Last Will and Testament of me William Newland, of Gatton, in the County of Surry, all written with my own Hand. I give to my dear Brother George Newland, Doctor of Law, all my Estate lying in the Borough of Gatton, Parishes of Rigate and Meastham, in the County of Surry, with the Mansion-house, Advowson, Lands, Tenements, and Hereditaments, and all Rights, Privileges thereunto belonging, for the Term of his natural Life, not doubting but he will be so good as to accept of it, in full of any Claims or Demands he may have on me, or my Estate; and, after his Decease, to the eldest Son of my eldest Daughter, Wife of Mr. Philip Cantillon, Merchant, being a Protestant, and his Heirs Male; and, for want of such Son, or his not being a Protestant, then to the eldest Son of my Second Daughter Martha Dillon, Wife of Mr. Dillon, Merchant in London, and his Heirs Male, being a Protestant; and, in Failure of such

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such Son, or his not being a Protestant, then to the eldest Son of my Third Daughter *Elizabeth Newland*, Spinster, being Protestant; and, in case the several eldest Sons of my said Three Daughters should not be Protestants, then to the eldest Protestant Son, first of my eldest Daughter, and his Heirs Male, next to the eldest Protestant Son of my Second Daughter, and then to the eldest Protestant Son of my Third Daughter, and the Heirs Male of my Second Daughter and Third Daughter, and so on to the Sons of the First, Second, and Third Daughter, being Protestants; and, for want of such Protestant Sons by my said Three Daughters, to my next Protestant Heir, and his Heirs Male, and so for ever to the next Protestant Heir, according as the Law directs. I give and bequeath my several Estates at *Ewell, Thames-Ditton, Peckham*, in the Parish of *Camberwell*, in the County of *Surry*, and elsewhere whatsoever, and all my personal Estate, except what is in my House in *Princes-Court* near *Story's Gate, Saint James's Park, Westminster*, to my Executors herein after-named, on special Trust and Condition, first to apply the personal Estate they shall get in, and, in Failure of that not being sufficient, to apply the said several Estates so given in Trust to the Payment of all my just Debts, either by Mortgage, Sale, or otherwise, according to their Discretion; and, after my just Debts so paid, what is remaining to be divided equally between my Three Daughters; and, in case the personal Estate, so left and applied by me, and the Estates so given in Trust for the Payment of all my Debts, be not sufficient, I authorize and desire my surviving Executor, or the surviving Representatives or Representative of my Executors, after the Death of my Brother *George*, and not before, unless by his Consent done in his Life-time, to take up by way of Mortgage, on my Estate at *Gatton, Rigate, and Meaftham*, just so much, and no more, as the Sum of my Debts then remaining does amount to. *Item*, I give and bequeath to *Anne Sandford*, who has for several Years, and now does, cohabit and live with me, and whom I tenderly love, all the Bonds, Bank-Notes, Promissory Notes for Money, ready Money, Rings, and all and every Thing and Papers in my Escrutoir or Writing-desk in the ParLOUR in my House in *Princes-Court* near *Story's Gate, Saint James's Park, Westminster*, desiring her only to give such Papers and Memorandums as may be useful to my Executors, and do no Damage to her, and all the Plate, Goods, Furniture, China, Books, and every thing in the said House whatsoever, and authorize her forthwith, on my Decease, to take Possession of them, for her own Use and Benefit, and dispose of them in what manner she pleases, without being accountable either to my Executors, or any other Person whatsoever. And whereas *William Saunders*, my Steward, living with me in my House, is indebted to me several large Sums of Money, for Arrears of Rent for Lands formerly held of me as Tenant, and in other Debts of different Kinds, I here give him all manner of Debts whatsoever, accruing to me on any Account whatsoever, as a Legacy for his faithful Services to me, and discharge him, and Heirs, Executors, Administrators, and Assigns, of and from them for ever: And I hereby grant and confirm to him, his Heirs, Executors, Administrators, and Assigns, a Lease of Twenty-one Years, commencing immediately after my Decease, fully to be completed and ended, of all the Lands, Tenements, Orchards, and Hereditaments whatsoever, lying in *Ewell*, in the County of

of *Surry*, which he at any time heretofore rented of me as a Tenant, or now looks after for me as my Steward : And I hereby bind, in the strictest manner, and require, my Executors under-named, by the most solemn Ties of their Trusts, to sign and execute, within the Space of Three Months at farthest, or sooner if possible, a Lease of all the Lands above specified, with usual Covenants between Landlord and Tenants, according to the Custom of the Country. *Item*, I hereby constitute and appoint my dear and loving Brother *George Newland*, Doctor of Law, and my youngest Daughter *Elizabeth Newland*, my full and sole Executors, and give them Fifty Pounds apiece for their Trouble, earnestly desiring my dear Brother to take this Trust upon him, for the Sake of the Family. I desire my Executors to bury me very private, in the Vault near my dear Wife, belonging to me in *Gatton Church*. *Item*, I hereby revoke all Will or Wills, Codicil or Codicils of Wills, formerly made, and declare this to be my Last Will and Testament, all written with my own Hand, on One Sheet of Paper, on both Sides, whereunto I have set my Hand and Seal this Third Day of *May* One thousand Seven hundred and Thirty-eight, and in the Eleventh Year of our Sovereign Lord King *George the Second*, in the Presence of the under Witnesses. *William Newland*. Signed, sealed, published, and delivered, by the Testator *William Newland*, as his Last Will and Testament, in the Presence of us Witnesses hereto, *Thomas Brumfield*, the Mark of *Richard Willinder*, *Henry Wilkins*. The Alteration of the Date by the Testator before signing :

And whereas the said *William Newland*, the Testator, died in the said Month of *May* One thousand Seven hundred and Thirty-eight, leaving his said Three Daughters, *videlicet*, the said *Rebecca*, the Wife of *Philip Cantillon*, the said *Martha Dillon*, since deceased, and the said *Elizabeth Newland*, afterwards *Elizabeth Binford*, Wife of *William Binford*, Esquire, and since also deceased, his Heirs at Law :

And whereas the said *Martha Dillon* had Issue by the said *Robert Dillon*, *Christian Dillon*, her only Child, now an Infant under the Age of Twenty-one Years, and the said *Elizabeth Binford* died, leaving Issue One Daughter, being her only Child, who died within Six Months after the Death of the said *Elizabeth Binford*, her Mother ; and the said *Rebecca Cantillon* has had Issue by the said *Philip Cantillon* Two Sons, *James Cantillon*, and *William Cantillon*, and Two Daughters, *Rebecca Cantillon*, and *Elizabeth Cantillon*, and the said *James Cantillon* and *William Cantillon*, the said Two Sons, both died Infants, in the Life-time of the said Doctor *George Newland*, and as none of them the said *Rebecca Cantillon*, *Martha Dillon*, and *Elizabeth Binford*, had any Son or Sons living at the Time of the Determination of the particular Estate limited and devised by the Will of the said *William Newland* to his said Brother Doctor *George Newland*, of and in the Premises in *Gatton*, *Rigate*, and *Meastham*, it is apprehended, that the several Bequests, Devises, and Limitations, subsequent to the said Devise to the said Doctor *George Newland*, for his Life, being all contingent, became void, and incapable of taking Effect ; and that the said Premises, subject to the said Debts and Incumbrances charged thereon, did, upon the Death of the said *George Newland*, become vested in the said *Rebecca Cantillon*, and *Christian Dillon* the Infant, as Coparceners in Fee :

And

And whereas by a Decree, or decretal Order, made or pronounced in the High Court of Chancery the Seventh Day of *December* One thousand Seven hundred and Forty-one, in a Cause wherein the said *George Newland* was Plaintiff, and the said *Philip Cantillon*, and *Rebecca* his Wife, the said *Robert Dillon*, Administrator of *Martha* his late Wife, and the said *Christian Dillon*, Daughter and Heir of the said *Martha Dillon*, an Infant, by the said *Robert Dillon*, her Guardian, the said *William Binsford*, Administrator of *Elizabeth* his late Wife, deceased; *Edward Holloway*, and *Martha* his Wife, *Mary-Anne Porter*, *Anthony Farrindon*, *William Coles*, and *Joseph Reade*, Executors of *George Wastfelde*, deceased, *James Quilter*, *Walter Pryse*, *William Sanders*, *John Loft*, and *Anne* his Wife, and *Elizabeth Robinson*, Widow, Defendants, by original Bill and Bills of Revivor; after taking Notice of the said Will of the said Testator *William Newland*; and that by Articles made previous to the Marriage of the said *William Newland* the Testator with *Martha* his late Wife, and by a Settlement made in pursuance thereof, the said *William Newland* did settle and assure divers Lands, Tenements, and Hereditaments in *Ewell*, *Long-Ditton*, and *Thames-Ditton*, and elsewhere in the County of *Surry*, after the Death of the said *William Newland*, and *Martha* his Wife, to the Use of Trustees, for the Term of One thousand Years, in Trust for raising Six thousand Pounds for Portions for the Daughters of the said Marriage, to be paid at such Times, and in such Manner, and with such Maintenance, as is therein mentioned; and also reciting, or taking notice of, a Mortgage or Security made by the said *William Newland* to *Ambrose Parker*, of the Manor and Farm of *Linkfield*, and of divers Lands and Tenements in the Parish of *Gatton* aforesaid, for securing One thousand Pounds and Interest, which Sum is therein mentioned to belong to, and to be then claimed by, the said *Mary-Anne Porter* and *Anthony Farrindon*; and also reciting, or taking notice of, a Mortgage or Security made by the said *William Newland* to *John Green*, deceased, of the said Manor and Farm of *Linkfield*, and of divers Lands and Hereditaments in the Parish of *Rigate* and *Gatton*, and elsewhere in the County of *Surry*; upon which it is, in the said Decree, mentioned, that there was due to the said *Edward Holloway*, and *Martha* his Wife, the principal Sum of Three thousand Seven hundred and Forty-eight Pounds, with Interest; and also reciting, or taking notice of, a Mortgage made by the said *William Newland* the Testator to *Cornelius Yeate*, Archdeacon of *Wilts*, of Eight Messuages in the Parish of *Saint Buttolph* without *Aldersgate*, for a Term of One thousand Years, which was then vested in the said *James Quilter*, as a Security for the principal Sum of Six hundred and Fifty Pounds, with Interest; and also reciting, or taking notice of, a Mortgage from the said *William Newland* to *Diana Bowden*, Spinster, of the capital Messuage, and divers Lands and Tenements, in the Parish of *Croydon*, in the County of *Surry*, for a Term of Ninety-nine Years, which was then vested in the said *George Wastfelde*, as a Security for the principal Sum of Four hundred Pounds, with Interest; and also reciting, and taking notice of, a Mortgage in Fee, made by the said *William Newland* to the said *Walter Pryse*, of all the Testator's said Manors, Lands, and Hereditaments, in the Parishes of *Gatton*, *Camberwell*, *Ewell*, *Long-Ditton* and *Thames-Ditton*, and *Rigate*, or elsewhere, in the County of *Surry*, for securing Four thousand Pounds,

Pounds, and Interest ; it was, amongst other things, by the said Decree, or decretal Order, declared and decreed, That the Will of the said *William Newland* the Testator was well proved, and that the Trusts thereof ought to be performed, and that it should be referred to Mr. *Montagu*, One of the Masters of the said Court, to take an Account of what was due to the said Defendants *Edward Holloway* and his Wife, *Anthony Farrindon*, and *Anne Porter* respectively, for Principal, Interest, and Costs, upon the Foot of a Decree, and an Account in pursuance thereof in a former Cause, therein mentioned, and to tax them their Costs of Suit ; and also to take an Account of what was due to the said Defendant *James Quilter*, for Principal and Interest, on his Mortgage, and to tax his Costs of Suit ; and also to take an Account of what was due to the rest of the said Defendants, who had Incumbrances on the said Testator's Estate, for Principal and Interest on their respective Securities, and to tax them their Costs of Suit ; and to take an Account also of all other the Debts of the said Testator, and of his Legacies ; and the said *George Newland* the Plaintiff was to pay to the said *Edward Holloway*, and his Wife, *Anthony Farrindon*, *Anne Porter*, and *James Quilter*, what should be reported due to them respectively for Principal, Interest, and Costs, as aforesaid, within Six Months after the said Master should have made his Report ; and the said Defendants were respectively to re-convey the Premises comprised in their respective Mortgages, free from all Incumbrances done by them, or any claiming under them, to the said *George Newland*, or to whom he should appoint ; and, in Default of Payment of such Principal, Interest, and Costs, as aforesaid, the said Bill exhibited by the said *George Newland*, as against such of the said Defendants to whom such Payment should not be made, was to stand dismissed : And it was further ordered and decreed, That the said *George Newland* should account before the said Master for the said Testator's personal Estate, and the Rents and Profits of the Trust Estate come to his Hands, and the said personal Estate was to be applied to pay the Debts of the said Testator in a Course of Administration, and then his Legacies ; and, in case the said personal Estate should not be sufficient to pay the said Testator's Debts, then the Rents and Profits of the said Trust Estate were to be applied in Payment thereof ; and, in case such Rents and Profits should not be sufficient for that Purpose, then it was ordered, that the Trust Estates at *Ewell*, *Thames-Ditton*, and *Peckham*, should be sold before the Master, to the best Purchaser or Purchasers that could be got for the same, wherein all proper Parties were to join as the Master should direct, and, out of the Money arising by such Sale, the several Incumbrances upon those Estates were, in the first place, to be paid what should be reported due to them respectively, according to the Nature and Priority of their Demands ; and, in case the said *George Newland* should pay to the said Defendants *Edward Holloway*, and his Wife, *Anthony Farrindon*, *Anne Porter*, and *James Quilter*, or any of them, what should be reported due to them as aforesaid, then the Estates comprised in such of the Mortgages as the said *George Newland* should so pay, should also be sold before the Master, in manner afore-mentioned, and that out of the Money arising by such Sale, the said *George Newland* was, in the first place, to be paid what he should so pay as aforesaid, with Interest for the same, and then the rest of the

Incumbrancers of those Estates were to be paid what should be reported due to them respectively, according to the Nature and Priority of their Demands, and the Surplus of the Money arising by Sale of the said mortgaged Premises, and of the Estates at *Ewell, Thames-Ditton, and Peckham*, was to be applied to pay the rest of the said Testator's Creditors; but in case any of the said Testator's Creditors, who had no real Lien on his real Assets, should receive a Satisfaction for any Part of their Demands out of his personal Estate, they were to receive nothing out of his real Assets, until the other Creditors were made equal with them, and then all the said Creditors were to be paid what should be remaining due to them, *pari passu*, out of the said real Assets; and, in case the said Testator's personal Estate should be exhausted in the Payments of his Debts, then the Legatees were to stand in the place of the Creditors, to receive a Satisfaction for their Legacies out of the Surplus of the Money arising by the said Sales, after Payment of the said Testator's Debts; and, in case there should then be any Surplus, the same was to be divided into Moieties, and One Moiety thereof was to be paid to the said *Philip Cantillon*, and *Rebecca* his Wife, and the other Moiety thereof was to be laid out in the Purchase of *South-Sea* Annuities, for the Benefit of the said *Christian Dillon*, in the Name, and with the Privy, of the Accountant-General of the said Court, who was to declare the Trust thereof accordingly, subject to the further Order of the said Court, and all Parties were to be paid their Costs, to be taxed by the said Master, out of the said Testator's Estate; in and by which said decretal Order, Liberty was reserved to all Parties to apply to the said Court, from time to time, for further Directions:

And whereas the said Doctor *George Newland*, named in the said Decree, or decretal Order, died Intestate on or about the Twenty-third Day of *October* One thousand Seven hundred and Forty-nine, and Letters of Administration, of all his Goods and Chattels, have been granted by the Prerogative Court of *Canterbury* unto the said *Rebecca*, the Wife of the said *Philip Cantillon*, and, in like manner, Letters of Administration of all the Goods and Chattels, Rights, Credits, and Effects, of the said *William Newland*, unadministred by the said Doctor *George Newland*, with the Will annexed of the said *William Newland*, have also been granted by the said Prerogative Court of *Canterbury* to the said *Rebecca*, the Wife of the said *Philip Cantillon*:

And whereas the said Accounts, by the said Decree directed to be taken by the Master, of the personal Estate of the said *William Newland* the Testator, and of the Rents and Profits of his real Estate, were never taken, either during the Life of the said Doctor *George Newland*, nor since his Decease, nor hath any Account been taken of the Amount of the said Testator's Debts, but the said *Philip Cantillon*, and *Rebecca* his Wife, and also the said *Robert Dillon*, on behalf of *Christian* his Daughter, having great Reason to believe, that a great Part of the personal Estate of the said *William Newland* will appear to have been consumed by the said *George Newland*, and being satisfied, that, if the said personal Estate could be all got in, which will be very difficult, the same, and the Rents and Profits of the Trust Estate, together with the Money that might be produced by Sale of the Trust Estates at *Ewell, Thames-Ditton, and Peckham*,

Peckham, in case the same were to be sold, would fall short, and be greatly deficient, to answer and pay the Debts and Incumbrances charged upon and affecting the said several Estates, and that it will afterwards become necessary, that a competent Part of the said Estates at *Gatton*, *Rigate*, and *Meastham*, should be sold, or at least so far mortgaged or charged, as to supply what the Money arising by Sale of the said other Estates at *Ewell*, *Thames-Ditton*, and *Peckham*, shall be deficient, to satisfy, they have therefore entered into a Treaty with *James Colebrooke* the younger, of the City of *London*, Esquire, for Sale unto him of the said Estates at *Gatton*, *Rigate*, and *Meastham*, in case an Act of Parliament can be obtained in this present Session of Parliament, for authorizing and directing such Sale; and by a Contract or Instrument in Writing, under the Hands of the said *Philip Cantillon*, and *Rebecca* his Wife, and the said *Robert Dillon*, for and on the behalf of the said Infant *Christian Dillon*, his Daughter, on the One Part, and the said *James Colebrooke* on the other Part, bearing Date the Fourteenth Day of *February* last past, it hath been agreed by the said *Philip Cantillon*, and *Rebecca* his Wife, and *Robert Dillon*, that they the said *Philip Cantillon*, and *Rebecca* his Wife, and *Robert Dillon*, shall and will, in case an Act of Parliament can be obtained this Session of Parliament (which they have agreed to endeavour to obtain), cause and procure the same Premises to be conveyed to the said *James Colebrooke*, and his Heirs, and the said *James Colebrooke* hath contracted and agreed upon executing the Conveyances of the same Premises, to pay, for the Purchase thereof, the Sum of Twenty-three thousand Pounds:

And whereas the said *Philip Cantillon*, and *Rebecca* his Wife, and *Robert Dillon*, finding that it would be attended with a very great Expence to proceed in taking the said Accounts upon the Foot of the said Decree, and to carry on any subsequent Proceedings, have therefore forbore to revive the said Cause, and the rather, for that, as the said *Rebecca Cantillon* is Administratrix to the said Doctor *George Newland*, who was the late Complainant in the said Cause, the Circumstance of her having been herself a Defendant therein would create great Perplexities in carrying on any subsequent Proceedings therein:

And whereas a great Part of the said Estates and Premises at *Gatton* and *Rigate* doth consist of Houses, which produce little or no Income; and on another considerable Part thereof there is now standing a large Mansion-house, the keeping of which, with the Gardens and Appurtenances thereto belonging, in good Order and Repair, is attended with a great and constant Expence, and therefore it would be evidently for the Advantage of the Family, that the said Contract or Agreement, entered into for the Sale of the same Premises, should be speedily carried into Execution, in order that the Debts and Incumbrances affecting the Estates of the said *William Newland* the Testator, which are attended with a high Rate of Interest, may be paid off and discharged: **And although** the said Estates in *Gatton*, *Rigate*, and *Meastham*, so contracted to be sold, are not, by the Will of the said *William Newland*, made primarily liable to the Payment and Discharge of the said Debts and Incumbrances, but are thereby only made an auxiliary Fund or Security, and to come in Aid of said Testator's other Estates and Effects, in case the same shall prove deficient for that Purpose; **Nevertheless** inasmuch as the Surplus and

Residue

Residue of the Whole of the said Testator's real Estates, and the Produce thereof, which shall not be disposed of for the satisfying and discharging the said Debts and Incumbrances, must necessarily belong and result to the said *Rebecca Cantillon*, and *Christian Dillon*, as next Heirs of the said *William Newland* the Testator, for which Reason it must be wholly immaterial to them, which of the said Estates shall be first applied and disposed of for discharging the said Debts and Incumbrances: And forasmuch as it is apprehended, that the Money agreed to be paid for the Purchase of the Premises in the said Borough of *Gatton*, and in the said Parishes of *Rigate* and *Meastham*, so contracted for, will be near sufficient to discharge all the Debts and Incumbrances of the said *William Newland* the Testator; and by that means the said Estates at *Ewell*, *Thames-Ditton*, and *Peckham*, which produce the most clear and certain Income, will remain to, and be preserved for, the Benefit of his Family, it appears it will be manifestly for the Advantage of all Parties, that the said Contract and Agreement for the Sale of the said Estates so contracted for, should be speedily carried into Execution; Yet nevertheless, in regard that such Sale and Disposition cannot be effected, nor a good Title and Conveyance made of the Premises to a Purchaser, by reason of the Infancy of the said *Christian Dillon*, without the Aid and Assistance of an Act of Parliament:

Wherefore your Majesty's most Dutiful and Loyal Subjects, the said *Philip Cantillon*, and *Rebecca* his Wife, and *Robert Dillon*, for and on the behalf of the said *Christian Dillon*, his Daughter,

Do most humbly beseech your Most Excellent M A J E S T Y,

That it may be Enacted; And be it Enacted, by the KING's most Excellent M A J E S T Y, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this Parliament assembled, and by the Authority of the same, That all that the Manor of *Gatton*, in the County of *Surry*, with all and singular the Rights, Members, and Appurtenances thereof; and all those several Messuages, Lands, and Tenements, with their Appurtenances, situate, lying, and being, in the Borough and Parish of *Gatton*, and belonging to the said Manor of *Gatton*, herein after particularly mentioned and expressed; that is to say, All that capital Messuage, chief Mansion, or Manor-house of *Gatton*, with the Outhouses, Offices, Yards, and Appurtenances, thereunto belonging, called *Gatton-Place*, together with the Site thereof; and one Pightle of Ground, heretofore called the *Old Orchard Close*, and late converted or made into a Garden, One other Close, heretofore called the *Green-close*, and now called the *Green*, and *Kitchen-garden*, as the same late were in the Possession of the said *George Newland*, deceased; One other Pightle of Ground, heretofore called the *Three Acre-piece*, but now called the *Malthouse-close*, with the Orchard thereunto belonging, formerly in the Tenure or Occupation of *John Dodd*, but now of *Edward Fullock*; One other Close, heretofore called the *Bank-close*, but now called *Banks-mead*, heretofore in the Tenure or Occupation of *Aynscomb*, but now of *William Aynscomb*; all which said Premises contain together by Estimation Eighteen Acres Three Roods Thirty-three Perches, be the same
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more or less; and also all those Three several Parcels of Meadow and Wood-ground to the said capital Messuage or Manor-house belonging, or therewith formerly used and enjoyed, herein after particularly mentioned and expressed; that is to say, all that Wood or Coppice, commonly called *Nut-wood*, containing by Estimation Thirty-nine Acres Three Roods and Ten Perches, be the same more or less, late in the Tenure or Occupation of the said *George Newland*; and also all that other Wood, commonly called *Buck-wood*, containing by Estimation Eighteen Acres and Thirty-four Perches, be the same more or less, late in the Tenure or Occupation of the said *George Newland*; and also all that other Wood, heretofore called by the Name of *Bradge-wood*, and now *Braggs-wood*, containing by Estimation Ten Acres Two Roods and Sixteen Perches, more or less, Part of which said last-mentioned Wood is now in the Tenure or Occupation of the said *William Aynscomb*, and the other Part untenanted; and also all that Messuage, Tenement, or Farm-house, with the Barns, Yards, and Appurtenances thereunto belonging, and all that One Pightle of Ground thereunto belonging, containing together, by Estimation, Five Acres Three Roods Thirty-eight Perches, be the same more or less, formerly in the Tenure or Occupation of *Richard Brimstead*, and now of the said *William Aynscomb*; and also all those several Closes of meadowley Ground and arable Land to the said Messuage, Tenement, or Farm-house, belonging, or therewith used and enjoyed herein after-mentioned and expressed, that is to say, all that Close of Meadow-ground formerly called the *Park-close*, and now called *Watery-park*, containing by Estimation Four Acres One Rood and Seven Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Richard Brimstead*, and now of the said *William Aynscomb*; and also all that Close of Meadow-ground formerly called *Gatton-meadow*, and now divided into Two Closes, and called *Brimston-mead* and *Morsey's-close*, containing together by Estimation Thirteen Acres Sixteen Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Richard Brimstead*, and now of *George Aynscomb*; and also all that Close of Ley-ground, formerly called the *Wood-close*, but now called *Chalk-pit-field*, lying by *Nut-wood*, containing by Estimation Eight Acres One Rood and Eighteen Perches, be the same more or less, heretofore in the Tenure of the said *Richard Brimstead*, and now of the said *William Aynscomb*; and also all that Close of arable Land, containing by Estimation Forty-seven Acres, more or less, and now divided into several Closes or Fields, and called *Windmill-field*, *Catsbrain-field*, and *Shaw*, the *Round-coppice*, and *Knight's-field*, heretofore in the Tenure or Occupation of the said *Richard Brimstead*, and now of the said *George Aynscomb*; and also all that Messuage, Tenement, or Farm-house, with the Yard and Orchard thereto belonging, containing by Estimation One Acre and Thirty-three Perches, be the same more or less, heretofore in the Tenure or Occupation of *John Taylor*, and now of the said *George Aynscomb*; and also all those several Parcels of Meadow, Arable, Pasture, and Ley-ground, to the said Messuage, Tenement, or Farm-house, belonging, or therewith formerly used and enjoyed, and herein after particularly mentioned and expressed; that is to say, all that Close of Meadow-ground, formerly called *Park-mead*, but now called the *Outer-mead*, containing by Estimation Seven Acres and Thirty Perches, be the same more or less; and also all that other

Close of Meadow-ground, formerly called *Pond-mead*, since made into a Pond, and now called *Hop-garden-pond*, containing by Estimation Two Roods, be the same more or less; and also all that other Close of Meadow-ground, commonly called *Long-mead*, containing by Estimation Seven Acres Two Roods and Twenty-four Perches, be the same more or less, all which said last-mentioned Premises were heretofore in the Tenure or Occupation of the said *John Taylor*, and now of the said *George Aynscomb*; and also all that other Close of Meadow-ground, formerly called *Little-mead*, and since converted into Two Meads, and now called *Little-mead* and *Bottom-mead*, containing by Estimation Six Acres One Rood and Four Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *John Taylor*, and now of the said *William Aynscomb*; and also all that Close of Land formerly called the *Upper-croft*, but now called the *Hop-garden-orchard* and Pond thereunto belonging, containing by Estimation Three Acres One Rood and Thirty-five Perches, heretofore in the Tenure or Occupation of the said *John Taylor*, and now untenanted; and also all that other Close of arable Land, formerly called the *Great-north-field*, containing by Estimation Twenty-three Acres, more or less, and now called the *Ten-acres*, and contains, by Measurement, only Ten Acres One Rood and Thirty-three Perches, heretofore in the Tenure or Occupation of the said *John Taylor*, and now of the said *William Dodd*; and also all that other Close of arable Land, formerly called the *Middle-croft*, but now called *Dockey-field*, containing by Estimation Five Acres, be the same more or less, heretofore in the Tenure or Occupation of the said *John Taylor*, and now of the said *George Aynscomb*; and also all those Two several other Closes, or Parcels of Land, formerly called the *Coven-fields*, containing by Estimation Sixty Acres, more or less, and which have been since divided into Four Fields, and are now called *Great Coven-hill*, *Little Coven-hill*, the *Upright-field*, and the *Fourteen Acres*, heretofore in the Tenure or Occupation of the said *John Taylor*, and now of the said *George Aynscomb*; and also all that Close of arable Land, commonly called the *Frydam-field*, containing by Estimation Seventeen Acres Three Roods and Twenty-one Perches, be the same more or less; and also all that other Close of Ley-ground, formerly called *Denby-field*, and which has since been divided into two Fields, and now called *Nearer* and *Further Dunley*, together with the Sheep-walk, containing in the whole, by Estimation, Thirty-one Acres Two Roods and Five Perches; and also all those Two other Closes of Pasture-ground, formerly called *Horse-croft*, and *Battle-bridge Closes*, but are now called *Battle-bridge-field*, and *Sand-pitfield*, containing by Estimation Sixteen Acres One Rood and Twenty-five Perches, be the same more or less; all which said last-mentioned Premises were heretofore in the Tenure or Occupation of the said *John Taylor*, and now of the said *George Aynscomb*, his Under-tenants or Assigns; and also all those several Closes of Arable, Meadow, and Pasture-ground, with their and every of their Appurtenances herein after particularly mentioned and expressed; that is to say, all that Close of Arable Land, commonly called *Ody-croft*, containing by Estimation Eighty Acres, be the same more or less; and also all that Close of Pasture-ground, commonly called the *Pond* or *Great Pond*, with an Orchard thereunto belonging, containing by Estimation Three Acres and Eighteen Perches, be the same more or less, heretofore

tofore in the Tenure or Occupation of *Margaret Copley* Widow, and now untenanted; and also all that other Close of Meadow-ground, formerly called the *Whores-mead*, and now called *Little-mead*, containing by Estimation Three Acres, be the same more or less, heretofore in the Tenure or Occupation of the said *Margaret Copley*, and now of the said *William Dodd*; and also all that Close of Pasture-ground, called the *Morpheus Close*, otherwise *Morseys-close*, containing by Estimation Four Acres and Thirty-one Perches, be the same more or less; and also all that other Close of Pasture-ground, formerly called the *Park-close*, and now called *Shoes-park*, containing by Estimation Eight Acres Two Roods and Ten Perches, be the same more or less; and also all that Meadow, formerly called the *Six Acres Close*, but now called *Six Acre Mead*, containing by Estimation Six Acres One Rood and Twenty-three Perches, be the same more or less; all which last-mentioned Premises were heretofore in the Tenure or Occupation of the said *Margaret Copley*, and now of the said *William Aynscomb*; and also all that other Messuage or Tenement, with the Barns, Yards, Hop-garden, and Appurtenances thereunto belonging, formerly called the *Quarry-house*, and one Pightle of Ground, formerly called the *Quarry-house-pightle*, thereto adjoining, containing by Estimation Two Acres and Thirty-three Perches, be the same more or less, heretofore in the Tenure or Occupation of *Andrew Lambert*, or his Assigns, and now of the said *William Dodd*; and also all those several Parcels or Closes of Arable, Pasture, Meadow, and Ley-ground, to the said Messuage or Tenement belonging, or therewith used or enjoyed, herein after particularly mentioned and expressed; that is to say, all that Close of arable Land, formerly called the *Great North-field*, and now called the *Great North-field Bank*, and *Redland-bottom*, and late in one Piece, but now divided by a Fence, containing together, by Estimation, Seventeen Acres Two Roods and Four Perches, be the same more or less, heretofore in the Tenure of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all that other Close of arable Land, commonly called *Little North-field*, now enlarged, and containing by Estimation Thirteen Acres Two Roods and Thirty Perches, be the same more or less; and also all that other Close of Arable Lands, formerly called *Lower North-field*, and now called the *Nine Acre Piece*, containing by Estimation Nine Acres and Thirty-six Perches, be the same more or less; which said Two last-mentioned Closes of arable Land were heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all that other Close, heretofore called *Upper North-field*, and now called *Nearer North-field*, containing by Estimation Nine Acres and Twenty Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *George Aynscomb*; and also all that other Close of arable Land, formerly called the *Ten Acre Piece*, and which Piece has been since divided, and is now called the *Nearer and Further Gatton-groves*, and contain together by Estimation Nine Acres one Rood and Five Perches, be the same more or less; and also all that other Close of arable Land, commonly called the *Seven Acre Piece*, containing by Estimation Six Acres Three Roods and Two Perches, be the same more or less; and also all that other Close of arable Land, commonly called the *Further Ody-croft*, containing by Estimation Seven Acres and Two Roods,

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be the same more or less: which said Three last-mentioned Closes were heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all that Close of Pasture-ground, formerly called the *Pond-close*, and now called *Pound Field mead*, containing by Estimation Three Acres One Rood and Eight Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Aynscomb*; and also all that other Close of arable Land, formerly called *Bean-close*, and now called the *Loft-field*, containing by Estimation Three Acres Three Roods and Thirty-five Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all that Close of Ley-ground formerly called *Great North-field* and now called *Further North-field*, containing by Estimation Twenty-six Acres, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *George Aynscomb*; and also all those Two other Closes of Ley-ground, formerly called the *Parks*, and now called *Bragg's Wood-field*, containing by Estimation Eight Acres and Twelve Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Aynscomb*; and also all that Close of Meadow-ground, formerly called *Ox-park*, and now called *Seven Acre-mead*, including the Shaws, containing by Estimation Seven Acres Two Roods and Thirty Perches, be the same more or less; and also all that other Close of Meadow-ground, formerly called the *Great Meadow*, but now called the *Great Mead*, containing by Estimation Twelve Acres Two Roods and Twenty-three Perches, be the same more or less; and also all those Two other Closes or Parcels of Meadow-ground, commonly called the *Two Little Meads*, Part whereof is Bushy-ground, and other Part Waste-ground, containing by Estimation Five Acres Three Roods and Fifteen Perches; and also all that other Close of Meadow-ground, formerly called *Dennis-mead*, but now called *Hop-garden Field*, Part thereof being now used as a Hop-garden, containing by Estimation Five Acres and Thirty-five Perches, be the same more or less; which said last-mentioned Four Closes, or Parcels of Ground, were heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all that Close of arable Land, formerly called *Wingate-hill*, and now called *Nearer Wingate-hill*, containing by Estimation Sixteen Acres, be the same more or less; and also all that other Close of arable Land, formerly called *Wingate-bottom*, but now called further *Wingate-hill*, containing by Estimation Eighteen Acres Two Roods and Twenty-six Perches, be the same more or less; and also all that other Close of arable Land, commonly called the *High-ridges*, containing by Estimation Thirteen Acres and Eight Perches, be the same more or less; which said Three last-mentioned Closes of arable Land were heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Aynscomb*; and also all that Close of Meadow-ground, formerly called *Hillyard's Mead*, otherwise *Hillier's Mead*, containing by Estimation Six Acres Three Roods and Thirteen Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all that Messuage or Tenement, and Malthouse, Barn, Yard, and Orchard, with the Appurtenances,

tenances, containing by Estimation Two Roods, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, or his Assigns, and now of *Edward Fullock*; and also all those several Closes, or Parcels of Arable, Meadow, and Pasture-ground, to the same heretofore belonging, or therewith used or enjoyed, herein after particularly mentioned and expressed; that is to say, all that Close of Arable Land, commonly called the *Further Getworth*, containing by Estimation Twenty Acres, be the same more or less; and also all that other Close of Arable Land, formerly called the *Hether Getworth*; and also all that other Close of Arable Land, formerly called the *Great Getworth-field*; and which said Two Closes are now in One, and are called *Pond-field*, and contain together, by Estimation, Twenty-eight Acres Three Roods and Eighteen Perches, be the same more or less; and also all that Slip or Parcel of Ground, commonly called the *Rush-mead*, containing by Estimation Two Roods, be the same more or less; all which said last-mentioned Closes of Ground were heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Aynscomb*, and also all that other Close of Arable Land, formerly called *Hillside-field*, but now called *Buckwood-field*, with *Dunley Shaw*, containing together, by Estimation, Eight Acres One Rood and Two Perches, more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *George Aynscomb*; and also all that Close of Pasture-ground, formerly called *Chingoore-close*, and now called the *Nine Acres*, containing by Estimation Nine Acres Two Roods and One Perch, more or less; and also all that Close of Arable Land formerly called *Rockey-field*, but now called the *Quarry-field*, with the Stone Quarry thereunto belonging, containing by Estimation Seven Acres Three Roods and Thirty Perches, be the same more or less; which said Two last-mentioned Closes were heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all those Two Cottages or Tenements, with the Gardens and Appurtenances thereunto belonging; and all that Parcel of Arable Land formerly called the *Eight Acre-piece*, but now called *Pond-croft*, being formerly in Two Pieces, containing by Estimation Eight Acres and Sixteen Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *George Aynscomb*, his Under-tenants or Assigns; and also all that Close of Pasture-ground, formerly called the *High-ridges*, and now called *Wingate-bottom*, containing by Estimation Fourteen Acres and Thirty-four Perches, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Aynscomb*; and also all those Two other Closes of Pasture-ground, formerly called *Busby-fields*, and now called the *Rushbout*, and the *Denstine-fields*, containing together, by Estimation, Eleven Acres Two Roods and Twenty Perches, be the same more or less; and also all that Close of Meadow-ground adjoining to the last-mentioned Fields, now called the *Lower-mead*, containing by Estimation Four Acres One Rood and Thirty-three Perches, be the same more or less; which said Three last-mentioned Closes of Ground were heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Dodd*; and also all that other Close of Meadow-ground, called the *Moor-mead*, otherwise *Moory-mead*, containing by Estimation Five Acres One Rood and Twenty-eight Perches, be the same

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more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *William Aynscomb*; and also all that Parcel of Meadow-ground, formerly called the *Bottom-mead*, and now the *Long-mead*, containing by Estimation Five Acres, be the same more or less, heretofore in the Tenure or Occupation of the said *Andrew Lambert*, and now of the said *George Aynscomb*; and also all those Three several Closes of Arable, Pasture, and Meadow-ground, with their Appurtenances, formerly called *Gatton Park-fields*, and now laid into One, and called *High-park*, containing by Estimation Thirteen Acres One Rood and Fifteen Perches, be the same more or less, heretofore in the Tenure or Occupation of *Richard Horne*, or his Assigns, and now of the said *William Aynscomb*; and also all that Piece or Parcel of Arable Land, called *Pound-field*, in which formerly stood a Pound; and all those Three Orchards thereunto adjoining, and formerly Part of the said Field, and do contain together, by Estimation, Eleven Acres Two Roods and Twelve Perches, be the same more or less, and now in the Tenure or Occupation of the said *William Aynscomb*; and also all that Field or Close commonly called *Burrow-field*, otherwise *Barrow-field*, containing by Estimation Eight Acres and an Half, be the same more or less, heretofore in the Tenure or Occupation of *Aynscomb*, and now of *William Aynscomb*; and also all those several Pieces or Parcels of Arable and Wood-lands, herein after particularly mentioned and expressed; that is to say, One Field of Arable Land, called *Gatton-field*, containing by Estimation Seven Acres Three Roods and Fourteen Perches, be the same more or less; One other Field or Close of Arable Land, called *Great Manships*, containing by Estimation Six Acres Three Roods and Thirty Perches, be the same more or less; One other Field or Close of Arable Land, called *Little Manships*, containing by Estimation Three Acres Three Roods and Thirty-five Perches, be the same more or less; One other Field or Close of Arable Land, lying near the Old-house, and containing by Estimation Three Acres Three Roods and Thirteen Perches, be the same more or less, One other Field of Arable Land, called *High-asbes*, containing by Estimation Seven Acres and Twenty-three Perches, be the same more or less; One other Field of Arable Land, called the *Nine Acres*, containing by Estimation Nine Acres and Twelve Perches, be the same more or less; One other Field of Arable Land, called the *Busb-field*, containing by Estimation Five Acres and Eight Perches, be the same more or less; One other Field of Arable Land, called *Mathew's-croft*, containing by Estimation Seven Acres One Rood and Seven Perches, be the same more or less, One other Piece or Parcel of Wood-land, called *Manship's-shaw*, containing by Estimation Three Acres Three Roods and Twelve Perches, be the same more or less; One other Piece or Parcel of Wood-land called *Gatton-field-shaw*, containing by Estimation Two Acres, be the same more or less, and One other Piece or Parcel of Wood-land, called *Nine-acre-shaw*, containing by Estimation One Acre One Rood and Eighteen Perches, be the same more or less, all which said last-mentioned Pieces or Parcels of Land, Fields, or Closes, are now in the Tenure or Occupation of *William Aynscomb*; and also all those several Closes, Pieces or Parcels of Arable and Wood-land, herein after particularly mentioned and expressed; that is to say, One Piece or Parcel of Arable Land, called *Busby-close*, containing by Estimation One Acre Three Roods and Thirty-eight Perches, be the same more or less; One other Field of Arable Land, called

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Seven-acres, lying near *Cattsbrain* aforesaid, containing by Estimation Seven Acres and Twenty-three Perches, more or less; One other Field of Arable Land, called the *Three Acres* containing by Estimation Two Acres Two Roods and Twenty-three Perches, more or less; One other Piece or Parcel of Wood-land, called *Pender's-grove*, containing by Estimation Four Acres and Twelve Perches, be the same more or less; and One other Piece or Parcel of Wood-land called *Seven-acres-shaw*, lying near *Cattsbrain* aforesaid, containing by Estimation One Acre and Twelve Perches, more or less, all which said last-mentioned Pieces or Parcels of Arable and Wood-land are now in the Tenure or Occupation of the said *George Aynscomb*; and also all that Cottage, with the Yard, Orchard, and Appurtenances thereunto belonging, containing by Estimation Two Roods and Twenty-nine Perches, be the same more or less, now in the Tenure or Occupation of *Anthony Roffey*; and also all that other Cottage to the last-mentioned Cottage adjoining, with the Yard, Orchard, and Appurtenances thereunto belonging, containing by Estimation One Rood and Six Perches, or thereabouts, now in the Tenure or Occupation of *Edward Green*; and also all that other Cottage, with the Yard, Orchard, and Appurtenances thereunto belonging, now in the Tenure or Occupation of *Richard Burley*; and also all that other Cottage, to the last-mentioned Cottage adjoining, with the Yard, Orchard, and Appurtenances thereunto belonging, now in the Tenure or Occupation of *Jeffery Chilman*; and also all that other Cottage, situate near the *Cross-ways*, with the Yard, Orchard, and Appurtenances thereunto belonging, now in the Tenure or Occupation of *Richard Wood*; and also all that other Cottage, built on the Waste belonging to the said Manor of *Gatton*, with the Sheds, Yard, Orchard, and Appurtenances thereunto belonging, now in the Tenure or Occupation of the Widow *Shearman*, and also all that Cottage or Tenement, with the Garden and Appurtenances thereunto belonging, now in the Tenure or Occupation of *James Baker*, and also all that Cottage or Tenement, now divided into Two, with the Yards, Orchards, and Appurtenances thereunto belonging, in the several Tenures or Occupations of *John Butler*, and *Martin*; and also all that the Advowson or Rectory of *Gatton*, with the Rights, Members, and Appurtenances thereto belonging, all which said Capital Messuage or Mansion-house, Messuages, Lands, Tenements, Cottages, Hereditaments, and Premises, are situate, lying, and being, in the Parishes of *Gatton* and *Rigate*, or One of them, in the said County of *Surry*; and also all Houses, Out-houses, Edifices, Structures, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Yards, Backsides, Court-yards, Curtilages, Ways, Passages, Lights, Easements, Streams, Waters, Watercourses, Woods, Underwoods, Wood-grounds, Timber-trees, and other Trees, Commons, Common of Pasture and Turbary, Rents, Reversions, Services, Courts, Perquisites and Profits of Courts, Waifs, Estrays, Felon and Fugitives Goods, Waste-grounds, Liberties, Privileges, Immunities, Franchises, Profits, Commodities, Advantages, Emoluments, Possessions, Hereditaments, and Appurtenances whatsoever, to the said Manor of *Gatton*, capital Messuage, chief Mansion or Manor-house, and other the Messuages, Cottages, and Tenements, Lands, and Premises herein before-mentioned, and every or any of them, and every or any Part thereof, belonging, or in any-wise appertaining, and now or heretofore held, used, occupied, possessed, or enjoyed,

enjoyed, or accepted, reputed, taken, or known to be Part, Parcel, or Member thereof, with their and every of their Appurtenances; and also all that the Manor or Farm of *Linkfield*, with the Rights, Members, and Appurtenances thereof, situate, lying, and being in the Parishes of *Rygate* and *Gatton*, or in either of them, in the said County of *Surry*, and all and singular the Messuages, Mills, Lands, Tenements, Cottages, Meadows, Feedings, Pastures, Woods, Underwoods, Rents, Services, Ways, Waters, Fishings, Waste-grounds, and Hereditaments whatsoever, to the said Manor or Farm belonging, or in any-wise appertaining, or therewith used, occupied, or enjoyed, accepted, reputed, taken, or known as Part, Parcel, or Member thereof, formerly in the Tenure or Occupation of *Frances Mayes*, Widow and Relict of *John Mayes*, late of *Banstead*, Gentleman, deceased, her Under-tenants, Assignee, or Assigns, and afterwards in the several Tenures, or Occupations of *Dungate*, Widow, *Stephen Dungate* her Son, the said *William Newland*, *Haddock*, *Savage*, and the Widow *Peat*, the Widow *Baker*, *Ledger*, and *Waller*, their, some, or one of their Undertenants, Assignee or Assigns, and now in the Tenures or Occupations of *John Cooksey*, and their Under-tenants or Assigns; and also all that One Acre of Land, lying and being in *Rygate* aforesaid, called *Parson's Acre*, and one other Acre of Land called *Heycrofts*, in *Rygate* aforesaid, heretofore in the Tenure or Occupation of the said Widow *Dungate*, her Under-tenants or Assigns, and now of *and also Three Roods of Land*, lying in *Rigate* aforesaid, formerly in the Tenure or Occupation of *Robert Roffee*, his Assignee or Assigns, and afterwards of the said Widow *Dungate*, her Under-tenants or Assigns, and now of *all which last-mentioned Manor or Farm, Lands, and Premises*, were purchased by the said *William Newland*, of and from *Ambrose Parker*, of *Waddon*, in the said County of *Surry*, and *Mary* his Wife, and *John Parker* their Son and Heir; and also all that Messuage, Tenement, or Farm-house, called *Brick-house*, with the Yards, Garden, and Appurtenances thereunto belonging, and now used therewith, containing by Estimation One Rood and Six Perches; and also all those Three Fields formerly called or known by the Names of the *Three Brick-house Fields*, and afterwards called or known by the Names of the *Ten Acres Piece*, *Pollcroft*, and *Varnfield*, and now called or known by the Names of *Brick-house Field*, and the *Ten Acres*, containing together by Estimation Twenty-three Acres and One Perch, be the same more or less; and also all those Three Fields formerly called or known by the Name of the *Three Linkfield-woods*, and now called *Nine Acres*, *Five Acre Linkfield-wood*, and *Four Acre Linkfield-wood*, containing together, by Estimation, Seventeen Acres Three Roods and Sixteen Perches, be the same more or less; and also all that Piece or Parcel of Ground commonly called or known by the Name of the *Black-ground*, containing by Estimation Ten Acres One Rood and Twenty-eight Perches, be the same more or less; and also all those Two Orchard Plots, but now converted into One, and called the *Orchard-place*, containing by Estimation Five Acres One Rood and Twenty-five Perches, be the same more or less; and also all that Meadow formerly called *Suites-mead*, otherwise *Snipes-mead*, containing by Estimation Seven Acres and One Rood, be the same more or less; all which said Lands and Premises are situate, lying and being in the said Parish of *Rigate*,

Rigate, and County of *Surry* aforefaid, and formerly were in the Tenure or Occupation of *John Parker*, of *Frenches*, Efquire, and *Joseph Dungeate*, or one of them, their or one of their Affignee or Affigns, Under-tenant or Under-tenants, and now are in the Tenure or Occupation of the faid *John Cooksey*, and which faid Premifes were purchafed by the faid *William Newland*, of and from the faid *John Parker*, together with the Barn, Lands, and Hereditaments, herein after-mentioned; and alfo all that Barn, formerly called or known by the Name of *Gatton-barn*, fuate and being on a certain Clofe called *Prottom-clofe*, otherwife *Bottom-clofe*, with the Shed and Yard thereunto belonging; and alfo all thofe feveral Pieces or Parcels of Land herein after-mentioned and defcribed, called or known; that is to fay, One Piece or Parcel of Land commonly called or known by the Name of *Prottom-clofe*, otherwife *Bottom-clofe*, containing by Eftimation Eleven Acres Two Roods and Three Perches, be the fame more or lefs; One other Piece or Parcel of Land, formerly called *Great Getworth*, and now called or known by the Name of *Great Gerrard*, containing by Eftimation Twenty-two Acres Three Roods and Seven Perches, be the fame more or lefs; One other Piece or Parcel of Land called or known by the Name of *Pragsty* otherwife *Pratts-tye*, containing by Eftimation Five Acres Two Roods and Eight Perches, be the fame more or lefs; and One Piece or Parcel of Land formerly called or known by the Name of the *Ewe-tree-pitts*, afterwards called *Palmers-piece*, and now called or known by the Name of *New-houfe Field*, containing by Eftimation Four Acres and Ten Perches, be the fame more or lefs; and alfo all thofe Three feveral Parcels of Land, formerly lying in the feveral Fields following; that is to fay, One Piece thereof, now called *Nearer Tatt-grove*, containing by Eftimation Three Acres One Rood and Nineteen Perches, be the fame more or lefs, and formerly lay in a certain Field called *Totgrove-field*; One other Piece thereof, now called the *Further Tatt-grove*, containing by Eftimation Three Acres Two Roods and Thirty Perches, be the fame more or lefs, and lay in a Field called the *Ten Acres Field*; and one other Piece thereof, now called *Little Hooks*, containing by Eftimation Two Acres One Rood and Twenty-fix Perches, be the fame more or lefs, and lay in a Field called *Hookes-field*; all which faid Barn, Lands, and Premifes are fuate, lying and being in the Parifhes of *Gatton* and *Rigate*, or one of them, in the faid County of *Surry*, and were formerly in the Tenure or Occupation of the faid *John Parker* and *Joseph Dungeate*, or one of them, their or one of their Affignee or Affignees, Under-tenant or Under-tenants, and now in the Tenure or Occupation of *William Aynscomb*, *William Dodd*, and *John Butler*, fome or one of them; all which faid laft-mentioned Premifes were heretofore purchafed by the faid *William Newland*, of and from the faid *John Parker*; and alfo all thofe Two Pieces or Parcels of Lands or Clofes, formerly belonging to *Linkfield-farm*, and now held with *Brickhoufe-farm*, called or known by the Names of *Eight Acres Linkfield-wood* and *Seven Acres Linkfield-wood*, containing together by Eftimation Fifteen Acres Three Roods and Sixteen Perches, be the fame more or lefs; and alfo all that Piece or Parcel of Arable Land called or known by the Name of *West-hale*, containing by Eftimation Fifteen Acres One Rood and Twenty-four Perches, be the fame more or lefs, and now held with *Brickhoufe-farm*; and alfo all thofe Pieces of Meadow-ground called

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the *Sacklers-plots*, containing by Estimation Three Acres Two Roods and Twenty-nine Perches, be the same more or less; and also all that Cottage, Garden, and Close, with the Appurtenances, containing Three Roods and Twenty-two Perches, or thereabouts, in the Possession of *Jell*, Carpenter; and also all that other Cottage and Garden, with the Appurtenances, situate in *Linkfield-street*, now or late in the Possession of *Thomas Clark*; and also all Trees, Woods, Underwoods, Hedges, Ditches, Fences, Mounds, Fronts, Free-boards, Ways, Paths, Waters, Water-courses, Profits, Privileges, Commodities, Advantages, Emoluments, and Appurtenances whatsoever, to the said Manor or Farm, Messuages, Cottages, Barns, Yards, Lands, Hereditaments, and Premises, belonging or in any-wise appertaining, or therewith now or at any time held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known to be Part, Parcel, or Member thereof, and of every or any Part or Parcel thereof; all which said Manor or Farm of *Linkfield*, Messuages, Lands, Tenements, Cottages, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, are situate, lying and being in the several Parishes of *Gatton*, *Rigate*, and *Meastham*, or in the Fields, Towns, Hamlets, Precincts, or Territories of them, or some of them, in the said County of *Surry*, and all other the Manors, Messuages, Farms, Cottages, Lands, Tenements, and Hereditaments whatsoever, late of him the said *William Newland*, deceased, in the said Borough of *Gatton*, and in the said several Parishes of *Gatton*, *Rigate*, and *Meastham*, in the said County of *Surry*, which in and by the Will of the said *William Newland*, herein before-mentioned or set forth, were given and devised, or mentioned or intended to be given and devised, unto or To the Use of the said Doctor *George Newland*, deceased, for his Life, with such Remainder over as therein mentioned; and the Reversion and Reversions, Remainder and Remainders, of the same Premises, shall, from and after the be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in

their Heirs and Assigns, To the Use of them the said

their Heirs and Assigns for ever, absolutely freed and discharged of and from all and every the Devises, Bequests, Uses, Declarations, Trusts, Estates, Remainders, Contingencies, Conditions, Restrictions, and Limitations, in and by the said Last Will of the said *William Newland*, in this Act before set forth and recited.

And it is hereby Enacted, by the Authority aforesaid, That the said Manor, Capital Messuage, Messuages, Lands, Tenements, Cottages, Rectory, Hereditaments, and Premises, hereby vested in them the said and their Heirs, as aforesaid, are and were so vested in them, upon the several Trusts, and to and for the several Ends, Intents, and Purposes herein after expressed; that is to say, Upon Trust, that they the said or the Survivor of them, or the Heirs of such Survivor, upon Payment by the said *James Colebrooke*, his Heirs, Executors, Administrators, or Assigns, of such of the aforesaid Mortgage-Debts as do charge or affect the said Messuages, Lands, and Hereditaments, so by this Act vested in them the said and of all Sums of Money which

which shall be due for Principal, Interest, and Costs, in respect thereof; and of such other Debts, Charges, and Incumbrances as he the said *James Colebrooke*, his Executors, Administrators, or Assigns, shall be advised or shall think proper, to pay off and discharge; and also upon Payment by the said *James Colebrooke*, his Executors, Administrators or Assigns, unto them the said or to the Survivor of them, or to the respective Heirs and Assigns of such Survivor, of the Residue of the said Sum or Purchase-money of Twenty-three thousand Pounds, subject to such Allowances and Abatements (if any), as the said *James Colebrooke*, his Executors, Administrators, or Assigns shall be intitled to deduct, and be allowed thereout, do and shall grant, bargain, sell, convey, and assure the said Manor, Capital Messuage, Messuages, Lands, Tenements, Cottages, Rectory, Hereditaments, and Premises, so vested and settled by this Act, unto and to the Use of the said *James Colebrooke*, his Heirs and Assigns for ever, or to and for the Use of such Person or Persons, and for such Estate and Estates, as he the said *James Colebrooke*, or his Heirs, shall in that behalf nominate, direct, or appoint; and also upon Trust, that in case the said Contract or Agreement, so entered into between the said *Philip Cantillon* and *Rebecca* his Wife, and *Robert Dillon*, and the said *James Colebrooke*, for the Sale and Purchase of the Premises, shall not proceed and be carried into Execution, within the Space of Calendar Months after the passing this Act; then upon Trust, and to the Intent, that the said and the Survivor of them, and the Heirs of such Survivor, shall and do, by and with the Consent and Approbation of the said *Philip Cantillon*, and *Rebecca* his Wife, and *Robert Dillon*, or the Survivors or Survivor of them, convey, sell, and dispose of the Manor, Capital Messuage, Messuages, Lands, Tenements, Cottages, Rectory, Hereditaments, and Premises, so vested and settled by this Act, either intirely or in Parcels, unto such other Person or Persons, as shall be willing to become the Purchaser or Purchasers thereof, or of any Part or Parts thereof, for the most Money, and best Price and Prices, that he and they can get for the same respectively, and upon Payment by such Purchaser or Purchasers respectively, of so much and so many of the said Mortgage-Debts and Incumbrances, as shall appear to such Purchaser or Purchasers proper to be paid off or discharged by him or them respectively, and all Interest, Costs, and Charges attending the same, or incident thereto; and, upon Payment by such Purchaser or Purchasers respectively, to them the said or to the Survivor of them, or his Heirs, of the Residue of the Purchase-money which shall be due or forth-coming from such Purchaser or Purchasers respectively, do and shall grant, bargain, sell, convey, and assure the said Manor, Messuages, Lands, and Hereditaments, and every Part thereof respectively, to and for the Use of such Purchaser or Purchasers, his or their Heirs or Assigns, or to and for the Use of such Person or Persons, and for such Estate and Estates as the said Purchaser or Purchasers shall in that behalf nominate, constitute, or appoint: And it is hereby declared and agreed, That the said and the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall pay, apply, and dispose of all and every the Sum and Sums of Money which shall be paid by the said *James Colebrooke*, his Executors, Administrators, or Assigns,

Assigns, or by the Order of any such other Purchaser or Purchasers, into
 Hands of them the said or of the
 Survivor of them, or his Heirs, in pursuance of this Act, in the manner,
 and upon the Trusts, and for the several Intents and Purposes following;
 that is to say, In the first Place, do and shall, out of such Residue, pay,
 defray, and discharge the Costs, Charges, and Expences incident to, and
 attending the obtaining and passing this Act; and afterwards, and in the
 next Place, do and shall, out of such Residue, pay, satisfy, and discharge
 all such Mortgages, Debts, Charges, and Incumbrances, affecting all or
 any Part of the said Manor, Messuages, Lands, and Hereditaments, hereby
 vested in them the said and their
 Heirs, in Trust, to be sold as aforesaid, as shall remain undischarged and
 unsatisfied, by any such Purchaser or Purchasers (if any such there shall
 be), and afterwards do and shall, out of such Residue, pay, satisfy, and
 discharge the several Mortgages, Debts, Charges, and Incumbrances affect-
 ing the said Estates at *Ewell, Thames-Ditton, and Peckham*, and elsewhere,
 which were ordered to be paid off, and discharged, out of the Money
 arising by Sale of those Estates, according to the Nature and Priority
 of the said last-mentioned Mortgage-Debts, Charges, and Incumbrances;
 and, upon Payment thereof, do and shall take such respective Discharges
 for the said Debts and Incumbrances, and such Re-assignments and Re-
 conveyances to him and them, of the Estates, Terms, and Interests of
 the said several Mortgagees and Incumbrancers which shall appear proper
 to be kept on foot, as to the said or the
 Survivor of them, or the Heirs, Executors, or Administrators of such Sur-
 vivor, shall appear to be reasonable in that behalf, and to be for the Be-
 nefit of such Persons as shall be intitled to the Inheritance of the said
 Premises, the Mortgagees and Incumbrancers whereon shall be so paid off,
 as aforesaid; and, after Payment thereof, do and shall, out of so much as
 shall remain of the said Residue, pay, satisfy, and discharge, so far as the
 same will extend, all such Debts of the said Testator *William Newland*, as
 shall then remain to be paid off and discharged, in such Order, Manner,
 and Course as to them the said or the
 Survivor of them, and his Heirs, shall appear just, and if any Surplus of
 the said Money shall remain after Payment and Discharge of the said Debts,
 Incumbrances, Sums of Money, and Costs, hereby directed to be paid and
 discharged thereout, as aforesaid, then do and shall, by and with the Con-
 sent and Approbation of the said *Philip Cantillon*, and *Rebecca* his Wife,
 and of the said *Robert Dillon*, or of the Survivors or Survivor of them, as
 and when such Surplus-money shall respectively come in, and be received,
 lay out and invest the said Surplus-moneys (if any be) either in the pub-
 lick Funds, or in the Purchase of Parliamentary-Stocks in the publick
 Companies, or else place out the same at Interest, in or on Government or
 Real Security; and also from time to time, with the like Consent and Ap-
 probation, call in the principal Money so to be placed, and place out the
 same again, upon new or other Funds, Stocks, or Securities of the like
 Nature, at Interest, and shall and do stand and be possessed of, and in-
 terested in the said principal Money, so to be placed out, and of all In-
 terests, Dividends, and yearly Proceed arising and produced from the same,
 upon the Trusts, and for the Purposes, herein after-mentioned, expressed,
 and

and declared; that is to say, As to one equal Moiety or Half-part of the said Surplus-moneys, the Whole into Two equal Parts, to be divided, in Trust, for the said *Rebecca Cantillon*, her Executors, Administrators, and Assigns, to and for her and their own Use and Benefit: And as to the other Moiety or Half-part of the said principal Sum and Sums of Money, and of the said Stocks, Funds, and Securities, in which the same shall be invested, upon the Trusts, and for the Purposes, herein after-mentioned; that is to say, As to the principal Money, in Trust for the said *Christian Dillon*, to be paid to her, at her Age of Twenty-one Years; and as to the Dividends, Interests, and yearly Proceed, arising and produced from the same, in Trust to pay, apply, and dispose of the same, for or towards the Maintenance and Education, or otherwise, for the Benefit and Advantage of the said *Christian Dillon*, until the said principal Money shall become payable.

Provided always, and it is hereby Enacted and Declared, That in case the said *Christian Dillon* shall happen to die under the Age of Twenty-one Years, then, and from thenceforth, the said

and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor shall stand and be possessed of, and interested in, the said last-mentioned Moiety of the said principal Money, so to be placed out, and of the Interest, Dividends, and yearly Proceed arising and produced from the same, in manner following; that is to say, As to the said Interest, Dividends, and yearly Proceed, in Trust for the Executors, or Administrators of the said *Christian Dillon*: And as to the said principal Money, in Trust for such Person or Persons as would in that Case, and upon that Contingency, have been intitled to the Freehold or Inheritance of the Moiety, Part, or Share of her the said *Christian Dillon*, of and in the said Manor, Capital-Messuage, Messuages, Lands, Tenements, Cottages, Rectory, Hereditaments, and Premises, hereby vested, to be sold for such Estate or Estates as he, she, or they could have had therein, in case this Act had not been made: And that the said last-mentioned Moiety of the said principal Money shall and may, in that Case, be disposed of at such time and times as, and not sooner than the Person or Persons, so intitled as aforesaid, could or might have disposed of the same Moiety, in case this Act had not been made.

Provided always, and it is hereby Enacted and Declared, That in the mean time, and until such Sale or Sales shall be made as aforesaid, the said and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Rents, Issues, and Profits of the Premises hereby vested in them, in Trust, to be sold as aforesaid, to be had, received, taken, and applied, by and for the Benefit of such Person or Persons as would be intitled to, and ought to receive the same, in case this Act had not been made.

Provided always, That the said several Messuages, Farms, Lands, and Hereditaments, at *Ewell, Thames-Ditton, Peckham*, and elsewhere in the County of *Surry*, not by this Act vested in them the said

and their Heirs, in Trust, to be sold as aforesaid, shall be subject to, and shall remain charged and chargeable with such of the Debts of the said *William Newland* the Testator, as shall not be paid off, or discharged, by so much of the said Moneys, to arise by Sale of

the said Manor, Messuages, Lands, and Hereditaments, at *Gatton, Rigate,* and *Meastham*, hereby vested in them the said

and their Heirs, in Trust, to be sold, as is hereby directed to be applied for that Purpose, in as full and ample a Manner as the said Messuages, Lands, and Hereditaments, at *Ewell, Thames-Ditton,* and *Peckham*, would have been subject, and have remained charged and chargeable, by the true Intent and Meaning of the said Last Will of the said *William Newland*, if this Act had not been made.

And whereas it may so happen that Part of the principal Sum or Sums, which shall arise by Sale of the said several Premises before-mentioned, may be paid into the Hands of the said Trustees herein before-named, or some of them, before any Opportunity may offer of applying the same, according to the Trusts by this Act before directed: **Therefore** to the end that the same several Sums may not lie dead in the Hands of the said Trustees, but that some Profits may be made thereof, **Be it further Enacted**, by the Authority aforesaid, That, from time to time, when and as often as any Sum or Sums of Money arising, or to arise, by Sale of the said several Premises, or any Part thereof, as aforesaid, shall be paid to the said

or to the Survivor of them, his Heirs, Executors, or Administrators, in pursuance of this Act, it shall and may be lawful to and for the said Trustees, and the Survivor of them, and the respective Heirs, Executors, Administrators, and Assigns, of such Survivor, in the mean time, and until a convenient Opportunity shall offer of applying the same Sum and Sums, according to the Trusts thereof, in this Act before declared, by and with the Consent of the said *Philip Cantillon*, and *Rebecca* his Wife, and *Robert Dillon*, during the Minority of the said *Christian Dillon*, his Daughter, and after the said *Christian Dillon* shall attain the Age of Twenty-one Years, then, with her own Consent, or with the Consent of the Survivors or Survivor of them, testified by Writing, under the Hands of the several Persons hereby required to give the same, and if the said several Persons should be then dead, then, with the proper Authority of the said Trustees respectively, to lay out and invest such Sum or Sums of Money, or any Part thereof, either in the publick Funds, or in the Purchase of Parliamentary Stocks, in the publick Companies, or else to place out the same at Interest, in Government or upon real Securities; and also, from time to time, with such Consent as aforesaid, to call in the principal Money so placed out, and to place out the same again at Interest, on new or other Securities: And the Interest and Profits arising from the same, shall be had, received, or taken by the said *Philip Cantillon*, and *Rebecca* his Wife, and the said *Christian Dillon*, or *Robert Dillon*, her Father, in her Right, or by the Person or Persons who shall be intitled to the Freehold or Inheritance of the said Estates at *Ewell, Thames-Ditton*, and *Peckham*, and elsewhere in the said County of *Surry*, not vested in the said Trustees, to be sold by virtue of this present Act, to and for his, her, or their own Use and Uses, he, she, or they, from time to time, keeping down, paying, and discharging the Interest-moneys which shall, from time to time, grow due for, or in respect of, the said several Mortgages and Incumbrances herein before-mentioned, or so much thereof as shall then remain undischarged and unsatisfied.

And

And for promoting and facilitating the Sale of the Premises hereby vested to be sold, as aforesaid, **It is hereby further Enacted and Declared,** That the Receipt or Receipts of the said

or the Survivor of them, or the Heirs of such Survivor, under their, his, or her Hands or Hands respectively, shall be a sufficient Discharge to the Purchaser or Purchasers of the Premises, or any Part or Parts thereof, and to their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-money for which such Receipt or Receipts shall be given; and, after such Receipt or Receipts, the said Purchaser or Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns, shall be, and is and are hereby absolutely acquitted and discharged of and from the same; and he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted, That the said shall not, nor will either of them, or the Heirs, Executors, or Administrators, of either of them, be answerable or accountable for any Money to be received, by virtue of, or under the Trusts hereby in them respectively reposed, any otherwise than each Person for such Sum or Sums of Money as he shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them: And also, that the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents and Profits of the Premises hereby vested in them, as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators (Other than and except the said *Philip Cantillon*, and *Rebecca Cantillon* his Wife, and *Christian Dillon*, respectively, and the Heirs of the said *Rebecca Cantillon*, and *Christian Dillon*, respectively, and the right Heirs of the said *William Newland* the Testator), All such Right, Title, Interest, Claim, and Demand, of, in, and to, the said Manor, Capital Messuage, or Mansion-house, Messuages, Lands, Tenements, Cottages, Rectory, Hereditaments, and Premises, hereby vested in Trust, to be sold, as aforesaid, every or any Part thereof, as they, every or any of them, had before the Passing this Act, or could or might have had and enjoyed, in case this Act had not been made.

Estates late of William Newland, Esquire, deceased, in Gatton, Rigate, and Meath-ham, in the County of Surry, for discharging Incumbrances.

